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LEE, MISHEL McCUMBER, JEFF PEDERSEN,
JORDAN SATHER, SARAH WESTALL

UNITED STATES DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

JOHN DOE, an individual; MICHAEL
DOE, an individual; JAMES DOE, an
individual; HENRY DOE, an individual;
ROBERT DOE, an individual;
CHRISTOPHER DOE, an individual;
MATHEW DOE, an individual; POLLY
ST. GEORGE, an individual; SCOTT
DEGROAT, an individual; DAVID J.
HAYES, an individual; DANIEL LEE,
an individual; MISHEL McCUMBER, an
individual; JEFF PEDERSEN, an
individual; JORDAN SATHER, an
individual; SARAH WESTALL, an
individual,

Plaintiffs,

vs.

GOOGLE, LLC., a Delaware limited
liability company; YOUTUBE LLC, a
Delaware limited liability company;
DOES 1 through 10, inclusive.

Defendants.

Case No. 5:20-cv-07502

Hon.

**DECLARATION OF LAUREN
GALLO WHITE**

Date Filed: October 26, 2020

1 This Declaration was filed by the Defendants in a different case pending before this Court
2 and the Plaintiffs JOHN DOE, MICHAEL DOE, JAMES DOE, HENRY DOE, ROBERT DOE,
3 CHRISTOPHER DOE, MATTHEW DOE, POLLY ST. GEORGE, SCOTT DEGROAT, DAVID
4 J. HAYES, DANIEL LEE, MISHEL McCUMBER, JEFF PEDERSEN, JORDAN SATHER,
5 SARAH WESTALL offer it as admissible evidence in connection with their Application for a
6 temporary restraining order and order to show cause why a preliminary injunction should not
7 issue, pursuant to Federal Rule of Civil Procedure 65(b) and Local Rule 65-1.

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GOOGLE LLC, YOUTUBE, LLC, and
ALPHABET INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

MARSHALL DANIELS, also known as Young)
Pharaoh, an individual,)
)
Plaintiff,)
)
v.)
)
ALPHABET INC., a Delaware corporation;)
GOOGLE LLC, a Delaware limited liability)
company; YOUTUBE, LLC, a Delaware limited)
liability company; DOES 1 through 10, inclusive,)
)
Defendants.)

CASE NO.: 5:20-CV-04687-VKD

**DECLARATION OF LAUREN
GALLO WHITE IN SUPPORT OF
DEFENDANTS' MOTION TO
DISMISS**

Before: Hon. Virginia K. DeMarchi
Courtroom: 2
Hearing Date: October 6, 2020
Time: 10:00 a.m.

1 I, Lauren Gallo White, declare and state as follows:

2 1. I am a member of the law firm Wilson Sonsini Goodrich & Rosati, P.C., counsel
3 for Defendants Alphabet Inc., Google LLC, and YouTube, LLC (“YouTube”) in the above-
4 captioned action. I have personal knowledge of the facts set forth herein and, if called as a
5 witness, I could and would testify competently thereto.

6 2. Attached hereto as Exhibit 1 is a true and correct copy of YouTube’s current
7 Terms of Service, available at <https://www.youtube.com/static?template=terms>.

8 3. Attached hereto as Exhibit 2 is a true and correct copy of the YouTube Terms of
9 Service Agreement in effect prior to December 10, 2019, available at
10 <https://www.youtube.com/t/terms?archive=20180525>.

11 4. Attached hereto as Exhibit 3 is a true and correct copy of YouTube’s Community
12 Guidelines, available at [https://www.youtube.com/howyoutubeworks/policies/community-](https://www.youtube.com/howyoutubeworks/policies/community-guidelines/#community-guidelines)
13 [guidelines/#community-guidelines](https://www.youtube.com/howyoutubeworks/policies/community-guidelines/#community-guidelines).

14 5. Attached hereto as Exhibit 4 is a true and correct copy of YouTube’s Harassment
15 and cyberbullying policy, available at
16 https://support.google.com/youtube/answer/2802268?hl=en&ref_topic=9282436.

17 6. Attached hereto as Exhibit 5 is a true and correct copy of YouTube’s Violent or
18 graphic content policies, available at
19 https://support.google.com/youtube/answer/2802008?hl=en&ref_topic=9282436.

20 7. Attached hereto as Exhibit 6 is a true and correct copy of YouTube’s Hate speech
21 policy, available at
22 https://support.google.com/youtube/answer/2801939?hl=en&ref_topic=9282436.

23 8. Attached hereto as Exhibit 7 is a true and correct copy of YouTube’s COVID-19
24 Medical Misinformation Policy, available at
25 <https://support.google.com/youtube/answer/9891785?hl=en>.

26 9. Attached hereto as Exhibit 8 is a true and correct copy of the transcript of Plaintiff
27 Daniels’ video alleged in the Complaint to be titled “Fauci Silenced Dr. Judy Mikovits from
28 Warning the American Public,” and allegedly live-streamed on April 21, 2020. *See* Compl. ¶ 9.

1 10. Attached hereto as Exhibit 9 is a true and correct copy of the transcript of Plaintiff
2 Daniels' video alleged in the Complaint to be titled "George Floyd, Riots & Anonymous
3 Exposed as Deep State Psyop for NWO," alleged to be previously located at
4 <https://www.youtube.com/watch?v=qW5-srjuCbg>, and allegedly live-streamed on May 28, 2020.
5 See Compl. ¶ 10.

6 11. Attached hereto as Exhibit 10 is a true and correct copy of the YouTube Partner
7 Program Terms.

8 12. Attached hereto as Exhibit 11 is a true and correct copy of the Google AdSense
9 Online Terms of Service, available at [https://www.google.com/adsense/new/localized-](https://www.google.com/adsense/new/localized-terms?gsessionid=ImpW5tKkis-jEYwEG5S0-0fD367VOAikrGQM5XwGJQQ)
10 [terms?gsessionid=ImpW5tKkis-jEYwEG5S0-0fD367VOAikrGQM5XwGJQQ](https://www.google.com/adsense/new/localized-terms?gsessionid=ImpW5tKkis-jEYwEG5S0-0fD367VOAikrGQM5XwGJQQ).

11 13. Attached hereto as Exhibit 12 is a true and correct copy of a webpage titled
12 "YouTube Partner Program overview & eligibility," available at
13 <https://support.google.com/youtube/answer/72851?hl=en>.

14 14. Attached hereto as Exhibit 13 is a true and correct copy of the YouTube channel
15 monetization policies, available at <https://support.google.com/youtube/answer/1311392>.

16 15. Attached hereto as Exhibit 14 is a true and correct copy of YouTube's Advertiser-
17 friendly content guidelines, available at <https://support.google.com/youtube/answer/6162278>.

18 16. Attached hereto as Exhibit 15 is a true and correct copy of a webpage titled
19 "Manage Super Chat & Super Stickers," available at
20 <https://support.google.com/youtube/answer/7288782?hl=en>.

21 I declare under penalty of perjury under the laws of the United States that the foregoing is
22 true and correct. Executed August 20, 2020 at San Francisco, California.

23
24 /s/ Lauren Gallo White
Lauren Gallo White

Exhibit 1



Search



Sign in

About

Press & Blogs

Copyright

Safety

Creators & Partners

Advertising

Developers

Help

TERMS OF SERVICE

Paid Service Terms of Service

Paid Service Usage Rules

Collecting Society Notices

Copyright Notices

Community Guidelines

Terms of Service

Our Terms of Service have been updated.

This summary is designed to help you understand some of the key updates we've made to our Terms of Service (Terms). We hope this serves as a useful guide, but please ensure you read the new Terms in full.

Welcome to YouTube!

This section outlines our relationship with you. It includes a description of the Service, defines our Agreement, and names your service provider. Key updates:

- **Service Provider.** Your service provider is now Google LLC.
- **Policies.** We have added a link to the [Policy, Safety and Copyright Policies](#), and our [Advertising on YouTube Policies](#), which all form part of the Agreement. These are the policies that underpin our [Community Guidelines](#), and we wanted to make sure to call out this detail to you upfront in our Terms.
- **Affiliates.** To ensure you understand exactly who we mean when we talk about our group companies, we've included a definition of our "Affiliates", meaning the companies in the Alphabet corporate group.

Who May Use the Service?

This section sets out certain requirements for use of the Service, and defines categories of users. Key updates:

- **Age Requirements.** We have stated the specific age requirements for your country, reflecting our [Google wide policies](#), and included a notice that, if you are a minor in your country, you must always have your parent or guardian's permission before using the Service.
- **Parental Permission.** We've added a section to explain your responsibility if you allow your child to use YouTube.
- **Businesses.** Our Terms now make clear that, if you are using the Service on behalf of a company or organisation, that business accepts this Agreement.

Your Use of the Service

This section explains your rights to use the Service, and the conditions that apply to your use of the Service. It also explains how we may make changes to the Service. Key updates:

- **Google Accounts and YouTube Channels.** We've provided details about which features of the Service can be accessed without a [Google account](#) or [YouTube channel](#), and which features require one.
- **Your Information.** We haven't made any changes to the way we treat your information. You can read about our privacy practices by reviewing the [Privacy Policy](#) and [YouTube Kids Privacy Notice](#). As a reminder, you can always review your privacy settings and manage your data and personalisation by visiting your [Google Account](#).
- **Restrictions.** We have updated this section to reflect our requirements around contests, and to include a prohibition on manipulating metrics.
- **Service Changes.** We have improved our Terms to be more transparent about why we might need to make changes to the Service, and provided a commitment to give you notice when those changes might affect you.

Your Content and Conduct

This section applies to users who provide Content to the Service. It defines the scope of the permissions that you grant by uploading your Content, and includes your agreement not to upload anything that infringes on anyone else's rights. Key updates:

- **License.** We've clarified the content license you grant us to make it easier to understand. We're not asking for additional permissions and there's no difference in how we're using your content.
- **Duration.** We have removed the right for YouTube to use your comments in perpetuity.
- **Removals.** We have included a [link](#) to the tools you will need to remove your content, as well as a clear description about why we might need to take down content, and how to [appeal removals](#).
- **Analyzing Content.** We may automatically analyze content on YouTube, to help detect abuse and keep the platform safe.

Account Suspension and Termination

This section explains how you and YouTube may terminate this relationship. Key updates:

- **Terminations.** Our Terms now include more details about when we might need to terminate our Agreement with bad actors. We provide a greater commitment to give notice when we take such action and what you can do to [appeal](#) if you think we've got it wrong. We've also added [instructions](#) for you, if you decide you no longer want to use the Service.

About Software in the Service

This section includes details about software on the Service. Key updates:

This section includes details about software on the Service. Key updates:

- **Software Licences.** We've made the software licence we grant you more specific, and included some details around open source.

Other Legal Terms

This section includes our service commitment to you. It also explains that there are some things we will not be responsible for. Key updates:

- **Our liability.** We've made changes to the disclaimers and limitations of liability in the Terms.

About this Agreement

This section includes some further important details about our contract, including what to expect if we need to make changes to these Terms; or which law applies to them. Key updates:

- **Modifications.** We want to give you the chance to review future material updates to these Terms.

Still have questions?

You can also find further details in our [Help Center](#).

Terms of Service

Dated: December 10, 2019

Welcome to YouTube!

Introduction

Thank you for using the YouTube platform and the products, services and features we make available to you as part of the platform (collectively, the "Service").

Our Service

The Service allows you to discover, watch and share videos and other content, provides a forum for people to connect, inform, and inspire others across the globe, and acts as a distribution platform for original content creators and advertisers large and small. We provide lots of information about our products and how to use them in our [Help Center](#). Among other things, you can find out about [YouTube Kids](#), the [YouTube Partner Program](#) and [YouTube Paid Memberships and Purchases](#) (where available). You can also read all about enjoying content on [other devices like your television, your games console, or Google Home](#).

Your Service Provider

The entity providing the Service is Google LLC, a company operating under the laws of Delaware, located at 1600 Amphitheatre Parkway, Mountain View, CA 94043 (referred to as "YouTube", "we", "us", or "our"). References to YouTube's "Affiliates" in these terms means the other companies within the Alphabet Inc. corporate group (now or in the future).

Applicable Terms

Your use of the Service is subject to these terms, the [YouTube Community Guidelines](#) and the [Policy, Safety and Copyright Policies](#) which may be updated from time to time (together, this "Agreement"). Your Agreement with us will also include the [Advertising on YouTube Policies](#) if you provide advertising or sponsorships to the Service or incorporate paid promotions in your content. Any other links or references provided in these terms are for informational use only and are not part of the Agreement.

Please read this Agreement carefully and make sure you understand it. If you do not understand the Agreement, or do not accept any part of it, then you may not use the Service.

Who may use the Service?

Age Requirements

You must be at least 13 years old to use the Service. However, children of all ages may use YouTube Kids (where available) if enabled by a parent or legal guardian.

Permission by Parent or Guardian

If you are under 18, you represent that you have your parent or guardian's permission to use the Service. Please have them read this Agreement with you.

If you are a parent or legal guardian of a user under the age of 18, by allowing your child to use the Service, you are subject to the terms of this Agreement and responsible for your child's activity on the Service. You can find tools and resources to help you manage your family's experience on YouTube in our [Help Center](#) and through Google's [Family Link](#).

Businesses

If you are using the Service on behalf of a company or organisation, you represent that you have authority to act on behalf of that entity, and that such entity accepts this Agreement.

Your Use of the Service

Content on the Service

The content on the Service includes videos, audio (for example music and other sounds), graphics, photos, text (such as comments and scripts), branding (including trade names, trademarks, service marks, or logos), interactive features, software, metrics, and other materials whether provided by you, YouTube or a third-party (collectively, "Content").

Content is the responsibility of the person or entity that provides it to the Service. YouTube is under no obligation to host or serve Content. If you see any Content you believe does not comply with this Agreement, including by violating the [Community Guidelines](#) or the law, you can [report it to us](#).

Google Accounts and YouTube Channels

You can use parts of the Service, such as browsing and searching for Content, without having a [Google account](#). However, you do need a Google account to use some features. With a Google account, you may be able to like videos, subscribe to channels, create your own YouTube channel, and more. You can follow these instructions to [create a Google account](#).

Creating a YouTube channel will give you access to additional features and functions, such as uploading videos, making comments or creating playlists (where available). Here are some details about how to [create your own YouTube channel](#).

To protect your Google account, keep your password confidential. You should not reuse your Google account password on third-party applications. Learn more about [keeping your Google account secure](#), including what to do if you learn of any unauthorised use of your password or Google account.

Your Information

Our [Privacy Policy](#) explains how we treat your personal data and protect your privacy when you use the Service. The [YouTube Kids Privacy Notice](#) provides additional information about our privacy practices that are specific to YouTube Kids.

We will process any audio or audiovisual content uploaded by you to the Service in accordance with the [YouTube Data Processing Terms](#), except in cases where you uploaded such content for personal purposes or household activities. [Learn More](#).

Permissions and Restrictions

You may access and use the Service as made available to you, as long as you comply with this Agreement and applicable law. You may view or listen to Content for your personal, non-commercial use. You may also show YouTube videos through the embeddable YouTube player.

The following restrictions apply to your use of the Service. You are not allowed to:

1. access, reproduce, download, distribute, transmit, broadcast, display, sell, license, alter, modify or otherwise use any part of the Service or any Content except: (a) as expressly authorized by the Service; or (b) with prior written permission from YouTube and, if applicable, the respective rights holders;
2. circumvent, disable, fraudulently engage with, or otherwise interfere with any part of the Service (or attempt to do any of these things), including security-related features or features that (a) prevent or restrict the copying or other use of Content or (b) limit the use of the Service or Content;
3. access the Service using any automated means (such as robots, botnets or scrapers) except (a) in the case of public search engines, in accordance with YouTube's robots.txt file; or (b) with YouTube's prior written permission;
4. collect or harvest any information that might identify a person (for example, usernames), unless permitted by that person or allowed under section (3) above;
5. use the Service to distribute unsolicited promotional or commercial content or other unwanted or mass solicitations;
6. cause or encourage any inaccurate measurements of genuine user engagement with the Service, including by paying people or providing them with incentives to increase a video's views, likes, or dislikes, or to increase a channel's subscribers, or otherwise manipulate metrics in any manner;
7. misuse any reporting, flagging, complaint, dispute, or appeals process, including by making groundless, vexatious, or frivolous submissions;
8. run contests on or through the Service that do not comply with [YouTube's contest policies and guidelines](#);
9. use the Service to view or listen to Content other than for personal, non-commercial use (for example, you may not publicly screen videos or stream music from the Service); or
10. use the Service to (a) sell any advertising, sponsorships, or promotions placed on, around, or within the Service or Content, other than those allowed in the [Advertising on YouTube](#) policies (such as compliant product placements); or (b) sell advertising, sponsorships, or promotions on any page of any website or application that only contains Content from the Service or where Content from the Service is the primary basis for such sales (for example, selling ads on a webpage where YouTube videos are the main draw for users visiting the webpage).

Reservation

Using the Service does not give you ownership of or rights to any aspect of the Service, including user names or any other Content posted by others or YouTube.

Changes to the Service

YouTube is constantly changing and improving the Service. We may also need to alter or discontinue the Service, or any part of it, in order to make performance or security improvements, change functionality and features, make changes to comply

with law, or prevent illegal activities on or abuse of our systems. These changes may affect all users, some users or even an individual user. Whenever reasonably possible, we will provide notice when we discontinue or make material changes to our Service that will have an adverse impact on the use of our Service. However, you understand and agree that there will be times when we make such changes without notice, such as where we feel we need to take action to improve the security and operability of our Service, prevent abuse, or comply with legal requirements.

Your Content and Conduct

Uploading Content

If you have a YouTube channel, you may be able to upload Content to the Service. You may use your Content to promote your business or artistic enterprise. If you choose to upload Content, you must not submit to the Service any Content that does not comply with this Agreement (including the [YouTube Community Guidelines](#)) or the law. For example, the Content you submit must not include third-party intellectual property (such as copyrighted material) unless you have permission from that party or are otherwise legally entitled to do so. You are legally responsible for the Content you submit to the Service. We may use automated systems that analyze your Content to help detect infringement and abuse, such as spam, malware, and illegal content.

Rights you Grant

You retain ownership rights in your Content. However, we do require you to grant certain rights to YouTube and other users of the Service, as described below.

License to YouTube

By providing Content to the Service, you grant to YouTube a worldwide, non-exclusive, royalty-free, sublicensable and transferable license to use that Content (including to reproduce, distribute, prepare derivative works, display and perform it) in connection with the Service and YouTube's (and its successors' and Affiliates') business, including for the purpose of promoting and redistributing part or all of the Service.

License to Other Users

You also grant each other user of the Service a worldwide, non-exclusive, royalty-free license to access your Content through the Service, and to use that Content, including to reproduce, distribute, prepare derivative works, display, and perform it, only as enabled by a feature of the Service (such as video playback or embeds). For clarity, this license does not grant any rights or permissions for a user to make use of your Content independent of the Service.

Duration of License

The licenses granted by you continue for a commercially reasonable period of time after you remove or delete your Content from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted.

Removing Your Content

You may [remove your Content](#) from the Service at any time. You also have the option to [make a copy of your Content](#) before removing it. You must remove your Content if you no longer have the rights required by these terms.

Removal of Content By YouTube

If we reasonably believe that any Content is in breach of this Agreement or may cause harm to YouTube, our users, or third parties, we may remove or take down that Content in our discretion. We will notify you with the reason for our action unless we reasonably believe that to do so: (a) would breach the law or the direction of a legal enforcement authority or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. You can learn more about reporting and enforcement, including how to appeal on the [Troubleshooting](#) page of our Help Center.

Copyright Protection

We provide information to help copyright holders manage their intellectual property online in our [YouTube Copyright Center](#). If you believe your copyright has been infringed on the Service, please [send us a notice](#).

We respond to notices of alleged copyright infringement according to the process in our [YouTube Copyright Center](#), where you can also find information about how to resolve a copyright strike. YouTube's policies provide for the termination, in appropriate circumstances, of repeat infringers' access to the Service.

Account Suspension & Termination

Terminations by You

You may stop using the Service at any time. Follow these [instructions](#) to delete the Service from your Google Account, which involves closing your YouTube channel and removing your data. You also have the option to download a copy of your data first.

Terminations and Suspensions by YouTube for Cause

YouTube may suspend or terminate your access, your Google account, or your Google account's access to all or part of the Service if (a) you materially or repeatedly breach this Agreement; (b) we are required to do so to comply with a legal requirement or a court order; or (c) we believe there has been conduct that creates (or could create) liability or harm to any user, other third party, YouTube or our Affiliates.

Terminations by YouTube for Service Changes

YouTube may terminate your access, or your Google account's access to all or part of the Service if YouTube believes, in its sole discretion, that provision of the Service to you is no longer commercially viable.

Notice for Termination or Suspension

We will notify you with the reason for termination or suspension by YouTube unless we reasonably believe that to do so: (a) would violate the law or the direction of a legal enforcement authority, or would otherwise risk legal liability for YouTube or our Affiliates; (b) would compromise an investigation or the integrity or operation of the Service; or (c) would cause harm to any user, other third party, YouTube or our Affiliates. Where YouTube is terminating your access for Service changes, where reasonably possible, you will be provided with sufficient time to export your Content from the Service.

Effect of Account Suspension or Termination

If your Google account is terminated or your Google account's access to the Service is restricted, you may continue using certain aspects of the Service (such as viewing only) without an account, and this Agreement will continue to apply to such use. If you believe your Google account has been terminated in error, you can [appeal using this form](#).

About Software in the Service

Downloadable Software

When the Service requires or includes downloadable software (such as the YouTube Studio application), you give permission for that software to update automatically on your device once a new version or feature is available, subject to your device settings. Unless that software is governed by additional terms which provide a license, YouTube gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you by YouTube as part of the Service. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Service as provided by YouTube, in the manner permitted by this Agreement. You are not allowed to copy, modify, distribute, sell, or lease any part of the software, or to reverse-engineer or attempt to extract the source code of that software, unless laws prohibit these restrictions or you have YouTube's written permission.

Open Source

Some software used in our Service may be offered under an open source license that we make available to you. There may be provisions in an open source license that expressly override some of these terms, so please be sure to read those licenses.

Other Legal Terms

Warranty Disclaimer

OTHER THAN AS EXPRESSLY STATED IN THIS AGREEMENT OR AS REQUIRED BY LAW, THE SERVICE IS PROVIDED "AS IS" AND YOUTUBE DOES NOT MAKE ANY SPECIFIC COMMITMENTS OR WARRANTIES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY WARRANTIES ABOUT: (A) THE CONTENT PROVIDED THROUGH THE SERVICE; (B) THE SPECIFIC FEATURES OF THE SERVICE, OR ITS ACCURACY, RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS; OR (C) THAT ANY CONTENT YOU SUBMIT WILL BE ACCESSIBLE ON THE SERVICE.

Limitation of Liability

EXCEPT AS REQUIRED BY APPLICABLE LAW, YOUTUBE, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS WILL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, REVENUES, BUSINESS OPPORTUNITIES, GOODWILL, OR ANTICIPATED SAVINGS; LOSS OR CORRUPTION OF DATA; INDIRECT OR CONSEQUENTIAL LOSS; PUNITIVE DAMAGES CAUSED BY:

1. ERRORS, MISTAKES, OR INACCURACIES ON THE SERVICE;
2. PERSONAL INJURY OR PROPERTY DAMAGE RESULTING FROM YOUR USE OF THE SERVICE;
3. ANY UNAUTHORIZED ACCESS TO OR USE OF THE SERVICE;
4. ANY INTERRUPTION OR CESSATION OF THE SERVICE;
5. ANY VIRUSES OR MALICIOUS CODE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY;
6. ANY CONTENT WHETHER SUBMITTED BY A USER OR YOUTUBE, INCLUDING YOUR USE OF CONTENT; AND/OR
7. THE REMOVAL OR UNAVAILABILITY OF ANY CONTENT.

THIS PROVISION APPLIES TO ANY CLAIM, REGARDLESS OF WHETHER THE CLAIM ASSERTED IS BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

YOUTUBE AND ITS AFFILIATES' TOTAL LIABILITY FOR ANY CLAIMS ARISING FROM OR RELATING TO THE SERVICE IS LIMITED TO THE GREATER OF: (A) THE AMOUNT OF REVENUE THAT YOUTUBE HAS PAID TO YOU FROM YOUR USE OF THE SERVICE IN THE 12 MONTHS BEFORE THE DATE OF YOUR NOTICE, IN WRITING TO YOUTUBE, OF THE CLAIM; AND (B) USD \$500.

Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its Affiliates, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of this Agreement; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive this Agreement and your use of the Service.

Third-Party Links

The Service may contain links to third-party websites and online services that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, such websites and online services. Be aware when you leave the Service; we suggest you read the terms and privacy policy of each third-party website and online service that you visit.

About this Agreement

Modifying this Agreement

We may modify this Agreement, for example, to reflect changes to our Service or for legal, regulatory, or security reasons. YouTube will provide reasonable advance notice of any material modifications to this Agreement and the opportunity to review them, except that modifications addressing newly available features of the Service or modifications made for legal reasons may be effective immediately without notice. Modifications to this Agreement will only apply going forward. If you do not agree to the modified terms, you should remove any Content you have uploaded and discontinue your use of the Service.

Continuation of this Agreement

If your use of the Service ends, the following terms of this Agreement will continue to apply to you: "Other Legal Terms", "About This Agreement", and the licenses granted by you will continue as described under "Duration of License".

Severance

If it turns out that a particular term of this Agreement is not enforceable for any reason, this will not affect any other terms.

No Waiver

If you fail to comply with this Agreement and we do not take immediate action, this does not mean that we are giving up any rights that we may have (such as the right to take action in the future).

Interpretation

In these terms, "include" or "including" means "including but not limited to," and any examples we give are for illustrative purposes.

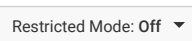
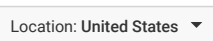
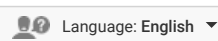
Governing Law

All claims arising out of or relating to these terms or the Service will be governed by California law, except California's conflict of laws rules, and will be litigated exclusively in the federal or state courts of Santa Clara County, California, USA. You and YouTube consent to personal jurisdiction in those courts.

Limitation on Legal Action

YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Effective as of December 10, 2019 ([view previous version](#))



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Exhibit 2

Terms of Service

1. Your Acceptance

1. By using or visiting the YouTube website or any YouTube products, software, data feeds, and services provided to you on, from, or through the YouTube website (collectively the "Service") you signify your agreement to (1) these terms and conditions (the "Terms of Service"), (2) Google's Privacy Policy, found at <https://www.youtube.com/t/privacy> and incorporated herein by reference, and (3) YouTube's Community Guidelines, found at https://www.youtube.com/t/community_guidelines and also incorporated herein by reference. If you do not agree to any of these terms, the Google Privacy Policy, or the Community Guidelines, please do not use the Service.
2. Although we may attempt to notify you when major changes are made to these Terms of Service, you should periodically review the most up-to-date version <https://www.youtube.com/t/terms>. YouTube may, in its sole discretion, modify or revise these Terms of Service and policies at any time, and you agree to be bound by such modifications or revisions. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits.

2. Service

1. These Terms of Service apply to all users of the Service, including users who are also contributors of Content on the Service. "Content" includes the text, software, scripts, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials you may view on, access through, or contribute to the Service. The Service includes all aspects of YouTube, including but not limited to all products, software and services offered via the YouTube website, such as the YouTube channels, the YouTube "Embeddable Player," the YouTube "Uploader" and other applications.
2. The Service may contain links to third party websites that are not owned or controlled by YouTube. YouTube has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. In addition, YouTube will not and cannot censor or edit the content of any third-party site. By using the Service, you expressly relieve YouTube from any and all liability arising from your use of any third-party website.
3. Accordingly, we encourage you to be aware when you leave the Service and to read the terms and conditions and privacy policy of each other website that you visit.

3. YouTube Accounts

1. In order to access some features of the Service, you will have to create a YouTube or Google Account. You may never use another's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You must notify YouTube immediately of any breach of security or unauthorized use of your account.
2. Although YouTube will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of YouTube or others due to such unauthorized use.

4. General Use of the Service—Permissions and Restrictions

YouTube hereby grants you permission to access and use the Service as set forth in these Terms of Service, provided that:

1. You agree not to distribute in any medium any part of the Service or the Content without YouTube's prior written authorization, unless YouTube makes available the means for such distribution through functionality offered by the Service (such as the Embeddable Player).
2. You agree not to alter or modify any part of the Service.
3. You agree not to access Content through any technology or means other than the video playback pages of the Service itself, the Embeddable Player, or other explicitly authorized means YouTube may designate.

4. You agree not to use the Service for any of the following commercial uses unless you obtain YouTube's prior written approval:
 - the sale of access to the Service;
 - the sale of advertising, sponsorships, or promotions placed on or within the Service or Content; or
 - the sale of advertising, sponsorships, or promotions on any page of an ad-enabled blog or website containing Content delivered via the Service, unless other material not obtained from YouTube appears on the same page and is of sufficient value to be the basis for such sales.
5. Prohibited commercial uses do not include:
 - uploading an original video to YouTube, or maintaining an original channel on YouTube, to promote your business or artistic enterprise;
 - showing YouTube videos through the Embeddable Player on an ad-enabled blog or website, subject to the advertising restrictions set forth above in Section 4.D; or
 - any use that YouTube expressly authorizes in writing.

(For more information about what constitutes a prohibited commercial use, [see our FAQ.](#))

6. If you use the Embeddable Player on your website, you may not modify, build upon, or block any portion or functionality of the Embeddable Player, including but not limited to links back to the YouTube website.
7. If you use the YouTube Uploader, you agree that it may automatically download and install updates from time to time from YouTube. These updates are designed to improve, enhance and further develop the Uploader and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates (and permit YouTube to deliver these to you) as part of your use of the Uploader.
8. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Service in a manner that sends more request messages to the YouTube servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, YouTube grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. YouTube reserves the right to revoke these exceptions either generally or in specific cases. You agree not to collect or harvest any personally identifiable information, including account names, from the Service, nor to use the communication systems provided by the Service (e.g., comments, email) for any commercial solicitation purposes. You agree not to solicit, for commercial purposes, any users of the Service with respect to their Content.
9. In your use of the Service, you will comply with all applicable laws.
10. YouTube reserves the right to discontinue any aspect of the Service at any time.

5. Your Use of Content

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content.

1. The Content on the Service, and the trademarks, service marks and logos ("Marks") on the Service, are owned by or licensed to YouTube, subject to copyright and other intellectual property rights under the law.
2. Content is provided to you AS IS. You may access Content for your information and personal use solely as intended through the provided functionality of the Service and as permitted under these Terms of Service. You shall not download any Content unless you see a "download" or similar link displayed by YouTube on the Service for that Content. You shall not copy, reproduce, distribute, transmit, broadcast, display, sell, license, or otherwise exploit any Content for any other purposes without the prior written consent of YouTube or the respective licensors of the Content. YouTube and its licensors reserve all rights not expressly granted in and to the Service and the Content.
3. You agree not to circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Service or the Content therein.
4. You understand that when using the Service, you will be exposed to Content from a variety of sources, and that YouTube is not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such Content. You further understand and acknowledge that you may be exposed to Content that is inaccurate, offensive, indecent, or

objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against YouTube with respect thereto, and, to the extent permitted by applicable law, agree to indemnify and hold harmless YouTube, its owners, operators, affiliates, licensors, and licensees to the fullest extent allowed by law regarding all matters related to your use of the Service.

6. Your Content and Conduct

1. As a YouTube account holder you may submit Content to the Service, including videos and user comments. You understand that YouTube does not guarantee any confidentiality with respect to any Content you submit.
2. You shall be solely responsible for your own Content and the consequences of submitting and publishing your Content on the Service. You affirm, represent, and warrant that you own or have the necessary licenses, rights, consents, and permissions to publish Content you submit; and you license to YouTube all patent, trademark, trade secret, copyright or other proprietary rights in and to such Content for publication on the Service pursuant to these Terms of Service.
3. For clarity, you retain all of your ownership rights in your Content. However, by submitting Content to YouTube, you hereby grant YouTube a worldwide, non-exclusive, royalty-free, sublicenseable and transferable license to use, reproduce, distribute, prepare derivative works of, display, and perform the Content in connection with the Service and YouTube's (and its successors' and affiliates') business, including without limitation for promoting and redistributing part or all of the Service (and derivative works thereof) in any media formats and through any media channels. You also hereby grant each user of the Service a non-exclusive license to access your Content through the Service, and to use, reproduce, distribute, display and perform such Content as permitted through the functionality of the Service and under these Terms of Service. The above licenses granted by you in video Content you submit to the Service terminate within a commercially reasonable time after you remove or delete your videos from the Service. You understand and agree, however, that YouTube may retain, but not display, distribute, or perform, server copies of your videos that have been removed or deleted. The above licenses granted by you in user comments you submit are perpetual and irrevocable.
4. You further agree that Content you submit to the Service will not contain third party copyrighted material, or material that is subject to other third party proprietary rights, unless you have permission from the rightful owner of the material or you are otherwise legally entitled to post the material and to grant YouTube all of the license rights granted herein.
5. You further agree that you will not submit to the Service any Content or other material that is contrary to the YouTube Community Guidelines, currently found at https://www.youtube.com/t/community_guidelines, which may be updated from time to time, or contrary to applicable local, national, and international laws and regulations.
6. YouTube will process any audio or audiovisual content uploaded by you to the Service in accordance with the YouTube Data Processing Terms (www.youtube.com/t/terms_dataprocessing), except in cases where you uploaded such content for personal purposes or household activities. Learn more here: support.google.com/youtube/?p=data_applicability.
7. YouTube does not endorse any Content submitted to the Service by any user or other licensor, or any opinion, recommendation, or advice expressed therein, and YouTube expressly disclaims any and all liability in connection with Content. YouTube does not permit copyright infringing activities and infringement of intellectual property rights on the Service, and YouTube will remove all Content if properly notified that such Content infringes on another's intellectual property rights. YouTube reserves the right to remove Content without prior notice.

7. Account Termination Policy

1. YouTube will terminate a user's access to the Service if, under appropriate circumstances, the user is determined to be a repeat infringer.
2. YouTube reserves the right to decide whether Content violates these Terms of Service for reasons other than copyright infringement, such as, but not limited to, pornography, obscenity, or excessive length. YouTube may at any time, without prior notice and in its sole discretion, remove such Content and/or terminate a user's account for submitting such material in violation of these Terms of Service.

8. Digital Millennium Copyright Act

1. If you are a copyright owner or an agent thereof and believe that any Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

You may direct copyright infringement notifications to our DMCA Agent at 901 Cherry Ave., San Bruno, CA 94066, email: copyright@youtube.com, fax: 650-872-8513. For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to YouTube customer service through <https://support.google.com/youtube>. You acknowledge that if you fail to comply with all of the requirements of this Section 5(D), your DMCA notice may not be valid.

2. Counter-Notice. If you believe that your Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material in your Content, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Content that has been removed or to which access has been disabled and the location at which the Content appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Content was removed or disabled as a result of mistake or a misidentification of the Content; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in San Francisco, California, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, YouTube may send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the Content provider, member or user, the removed Content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at YouTube's sole discretion.

9. Warranty Disclaimer

YOU AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICES AND YOUR USE THEREOF. YOUTUBE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY

UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES. YOUTUBE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICES OR ANY HYPERLINKED SERVICES OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND YOUTUBE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

10. Limitation of Liability

IN NO EVENT SHALL YOUTUBE, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

YOU SPECIFICALLY ACKNOWLEDGE THAT YOUTUBE SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

The Service is controlled and offered by YouTube from its facilities in the United States of America. YouTube makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are responsible for compliance with local law.

11. Indemnity

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless YouTube, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Service; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

12. Ability to Accept Terms of Service

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Service, and to abide by and comply with these Terms of Service. In any case, you affirm that you are over the age of 13, as the Service is not intended for children under 13. If you are under 13 years of age, then please do not use the Service. There are lots of other great web sites for you. Talk to your parents about what sites are appropriate for you.

13. Assignment

These Terms of Service, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by YouTube without restriction.

14. General

You agree that: (i) the Service shall be deemed solely based in California; and (ii) the Service shall be deemed a passive website that does not give rise to personal jurisdiction over YouTube, either specific or general, in jurisdictions other than California. These Terms of Service shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. Any claim or dispute between you and YouTube that arises in whole or in part from the Service shall be decided exclusively by a court of competent jurisdiction located in Santa Clara County, California. These Terms of Service, together with the Privacy Notice at <https://www.youtube.com/t/privacy> and any other legal notices published by YouTube on the Service, shall constitute the entire agreement between you and YouTube concerning the Service. If any provision of these Terms of Service is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Service, which shall remain in full force and effect. No waiver of any term of this these Terms of Service shall be deemed a further or continuing waiver of such term or any other term, and YouTube's failure to assert any right or provision under these Terms of Service shall not constitute a waiver of such right or provision. YouTube reserves the right to amend these Terms of Service at any time and without notice, and it is your responsibility to review these Terms of Service for any changes. Your use of the Service following any amendment of these Terms of Service will signify your assent to and acceptance of its revised terms. YOU AND YOUTUBE AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE SERVICES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

Effective as of May 25, 2018

Exhibit 3



RULES AND POLICIES

Community Guidelines



Community Guidelines

Developing policies

Detecting violations

Flagging content

Enforcing polic

Overview

Our Community Guidelines are designed to ensure our community stays protected. They set out what's allowed and not allowed on YouTube, and apply to all types of content on our platform, including videos, comments, links, and thumbnails.

You'll find a full list of our Community Guidelines below:

Spam & deceptive practices

[Fake Engagement](#) 

[Impersonation](#) 

[Links in content](#) 


[Spam, deceptive practices & scams](#) 

Sensitive content

[Child safety](#) 

[Custom thumbnails](#) 

[Nudity and sexual content](#) 


[Suicide and self injury](#) 

Violent or dangerous content

[Harassment and cyberbullying](#) 

[Harmful or dangerous content](#) 

[Hate speech](#) 

[Violent criminal organizations](#) 

[Violent or graphic content](#) 

Regulated goods

[Content featuring firearms](#) 

[Sale of Illegal or Regulated goods](#) 

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[Additional policies](#) 

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Our Commitments




[Policies & Safety](#)

[Copyright](#)

[Brand Guidelines](#)

[Privacy](#)

[Terms](#)

 [Help](#)

[English](#)



Exhibit 4

Harassment and cyberbullying policy

Harassment and Cyberbullying Policy: YouTube Community Guidelines



The safety of our creators, viewers, and partners is our highest priority – and we look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Please take the time to carefully read the policy below.** You can also check out [this page](#) for a full list of our guidelines.

We recently announced some updates on our harassment policy to better protect creators. The policy below has been updated to reflect these changes.

Content that threatens individuals is not allowed on YouTube. We also do not allow content that targets an individual with prolonged or malicious insults based on intrinsic attributes, including their [protected group status](#) or physical traits.

If you find content that violates this policy, please report it. Instructions for reporting violations of our Community Guidelines [are available here](#). If you've found multiple videos or comments that you would like to report, you can [report the channel](#). For tips and best practices to stay safe, keep your account secure, and protect your privacy, check out this [Help Center article](#).

If specific threats are made against you and you feel unsafe, report it directly to your local law enforcement agency.

What this means for you

If you're posting content

Don't post content on YouTube if it fits any of the descriptions noted below.

- Content that features prolonged name calling or malicious insults (such as racial slurs) based on their intrinsic attributes. These attributes include their [protected group status](#), physical attributes, or their status as a survivor of sexual assault, domestic abuse, child abuse etc.
- Content uploaded with the intent to shame, deceive or insult a minor. A minor is defined as a person under the legal age of majority. This usually means anyone younger than 18 years old, but the age of a minor might vary by country.

Other types of content that violate this policy

- Revealing someone's private information, such as their home address, email addresses, sign-in credentials, phone numbers, passport number, or bank account information.
 - Note: This does not include posting widely available public information, such as a public official's office phone number or the phone number of a business.
- Content that incites others to harass or threaten individuals on or off YouTube.
- Content that encourages abusive fan behavior such as doxxing, dogpiling, brigading or off-platform targeting.

- Content making implicit or explicit threats of physical harm or destruction of property against identifiable individuals.
 - Note: "Implicit threats" include threats that don't express a specific time, place or means, but may feature weapon brandishing, simulated violence, etc.
- Content posted by vigilantes restraining or assaulting an identifiable individual.
- Content that depicts creators simulating acts of serious violence against others (executions, torture, maimings, beatings, etc.).
- Content featuring non-consensual sex acts, unwanted sexualization or anything that graphically sexualizes or degrades an individual.
- Content that displays or shows how to distribute non-consensual sexual imagery.

This policy applies to videos, video descriptions, comments, live streams, and any other YouTube product or feature. Please note this is not a complete list.

Exceptions

We may allow content that includes harassment if the primary purpose is educational, documentary, scientific, or artistic in nature. This is not a free pass to harass someone. Some examples include:

- **Debates related to high-profile officials or leaders:** Content featuring debates or discussions of topical issues concerning people who have positions of power, like high-profile government officials or CEOs of major multinational corporations.
- **Scripted performances:** Insults made in the context of an artistic medium such as scripted satire, stand up comedy, or music (e.g. a diss track). Note: This is not a free pass to harass someone and claim "I was joking."
- **Harassment education or awareness:** Content that features actual or simulated harassment for documentary purposes or with willing participants (e.g. actors) to combat cyberbullying or raise awareness.

Note: We take a harder line on content that maliciously insults someone based on their [protected group status](#), regardless of whether or not they are a high-profile person.

Monetization and other penalties

In some rare cases, we may remove content or issue other penalties when a creator:

- Repeatedly encourages abusive audience behavior.
- Repeatedly targets, insults and abuses an identifiable individual based on their intrinsic attributes across multiple uploads.
- Exposes an individual to risks of physical harm based on the local social or political context.
- Creates content that harms the YouTube ecosystem by persistently inciting hostility between creators for personal financial gain.

Examples

Here are some examples of content that's not allowed on YouTube:

- Repeatedly showing pictures of someone and then making statements like "Look at this creature's teeth, they're so disgusting!", with similar commentary targeting intrinsic attributes throughout the video.
- Targeting an individual based on their membership in a [protected group](#), such as by saying: "Look at this filthy [slur targeting a protected group], I wish they'd just get hit by a truck."
- Using an extreme insult to dehumanize an individual based on their intrinsic attributes. For example: "Look at this dog of a woman! She's not even a human being — she must be some sort of mutant or animal!"
- Depicting an identifiable individual being murdered, seriously injured, or engaged in a graphic sexual act without their consent.
- Accounts dedicated entirely to focusing on maliciously insulting an identifiable individual.

More Examples

- Targeting an individual based on their intrinsic attributes to wish for their death or serious injury, for example "I wish someone would just bring a hammer down on that [Member of a Protected Group's] face."
- Threatening someone's physical safety. This includes implied threats like "when I see you next, things will end badly for you," explicit threats like "when I see you on Saturday I'm going to punch you in the face," or

implying violence by saying things such as “You better watch out” while brandishing a weapon.

- Posting an individual’s nonpublic personal identifying information like a phone number, home address, or email to direct abusive attention or traffic toward them. For example: “I got a hold of their phone number, keep on calling and leaving messages until they pick up!”
- “Raiding” or directing malicious abuse to identifiable individuals through in-game voice chat or messages during a stream.
- Directing users toward a YouTuber’s comment section for malicious abuse. For example: “everyone needs to go over to this person’s channel right now and just go crazy, let them know how much we want them to die.”
- “Swatting” or other prank calls to emergency or crisis response services, or encouraging viewers to engage in this or any other harassing behavior.
- Stalking or attempting to blackmail users.
- Zooming in on prolongedly focused emphasis on the breasts, buttocks or genital area of an identifiable individual for the purposes of degrading, objectifying, or sexualizing.
- Video game content which has been developed or modified (“modded”) to promote violence or hatred against an individual with the attributes noted above.

Please remember these are just some examples, and don't post content if you think it might violate this policy.

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about [our strikes system here](#).



Visit Creator Academy for more

Would you rather learn about our Community Guidelines through videos and quizzes? Check out our [Creator Academy course](#).



Give feedback about this article

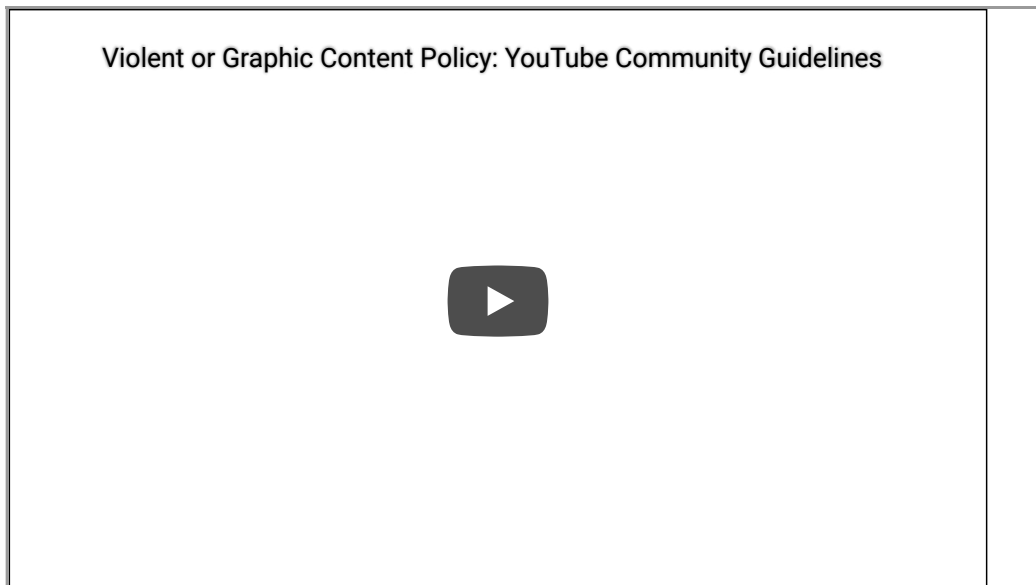
Was this helpful?

Yes

No

Exhibit 5

Violent or graphic content policies



The safety of our creators, viewers, and partners is our highest priority – and we look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Please take the time to carefully read the policy below.** You can also check out [this page](#) for a full list of our guidelines.

Violent or gory content intended to shock or disgust viewers, or content encouraging others to commit violent acts are not allowed on YouTube.

If you believe anyone is in imminent danger, you should reach out to your local law enforcement agency to report the situation immediately.

If you find content that violates this policy, please report it. Instructions for reporting violations of our Community Guidelines [are available here](#). If you've found multiple videos or comments that you would like to report, you can [report the channel](#).

What this means for you

If you're posting content

Don't post content on YouTube if it fits any of the descriptions noted below.

- Inciting others to commit violent acts against individuals or a defined group of people
- Fights involving minors
- Footage, audio, or imagery involving road accidents, natural disasters, war aftermath, terrorist attack aftermath, street fights, physical attacks, sexual assaults, immolation, torture, corpses, protests or riots, robberies, medical procedures, or other such scenarios with the intent to shock or disgust viewers
- Footage or imagery showing bodily fluids, such as blood or vomit, with the intent to shock or disgust viewers.
- Content where there is infliction of unnecessary suffering or harm deliberately causing an animal distress.
- Content where animals are encouraged or coerced to fight by humans
- Dramatized or fictional footage of anything listed above where the viewer is not provided with enough context to determine that the footage is dramatized or fictional
- Footage of corpses with massive injuries, such as severed limbs

Please note this is not a complete list.

[Age-restricted content](#)



We may apply an age-restriction rather than remove content if that content includes any of the above, but provides enough context to understand it. For example, content showing victims' injuries in a major road accident may be removed, but we may age-restrict that same content if presented with news coverage that explains the situation and context. For educational content that includes violence, this context must appear in the images or audio of the video itself. You can learn more about the [importance of context here](#).

We may also age-restrict fictional violence when it contains graphic scenes, such as people being dismembered or decapitated, or shows human corpses with these severe injuries. Generally, we allow dramatized violence when the content or metadata lets us know that the content is fictional, or when it's apparent from the content itself, such as animated content or video games.

We consider the following when determining whether to age-restrict or remove content. Please note this is not a complete list.

- Whether violent or gory imagery is the focus of the video, such as focusing solely on the most graphically violent part of a film or video game
- Whether the title, description, tags, or other data indicate an intent to shock or disgust viewers
- Whether violent imagery or audio has been blurred, masked, or obscured
- The amount of time the violent images or audio is in the content
- If there's context letting viewers know that the imagery is dramatized or fictional, such as by stating so in the video, title, or description
- If the violence is part of a religious or cultural practice and the viewer is provided with that context

This policy applies to videos, video descriptions, comments, live streams, and any other YouTube product or feature.

Examples

Here are some examples of content that's not allowed on YouTube.

- Encouraging others to go to a particular place to commit violence, to perform violence at a particular time, or to target individuals or groups with violence
- Actual schoolyard fights between minors. We may allow content if minors are only play fighting and that is evident to viewers.
- Beatings or brawls outside the context of professional or professionally supervised sporting events.

More examples

Violent, shocking content

The following types of content are not allowed on YouTube. This is not a complete list.

- Medical procedure footage where the content focuses in on open wounds and provides no education or explanation to viewers.
- Footage of violent crimes such as robberies or rape being committed that provide no education or explanation to viewers.
- Cell phone, dash cam, or closed circuit TV footage showing the injured or killed in a road accident accompanied by titles such as "Crazy accident" or "Warning: Lots of blood."
- Videos of beheadings.
- One-sided assaults with titles like "Watch this guy get beat-up!"
- Footage filmed by the perpetrator during a deadly or major violent event, in which weapons, violence, or injured victims are visible or audible. **Note:** there are no exceptions for this example, even if there is educational, documentary, scientific, or artistic context in your content.

Animal abuse

The following types of content are not allowed on YouTube. This is not a complete list.

- Dogfighting, cockfighting, or other videos in which human onlookers are forcing animals to attack each other. We do allow content featuring animals fighting in the wild, such as in a nature documentary.
- Non-educational, documentary, scientific, or artistic content that shows unnecessary suffering.
- Bullfighting with bulls being harmed (E.g swords in the bull).

- Hunting using illegal practices like bombing or poison.

Please remember these are just some examples, and don't post content if you think it might violate this policy.

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about [our strikes system here](#).

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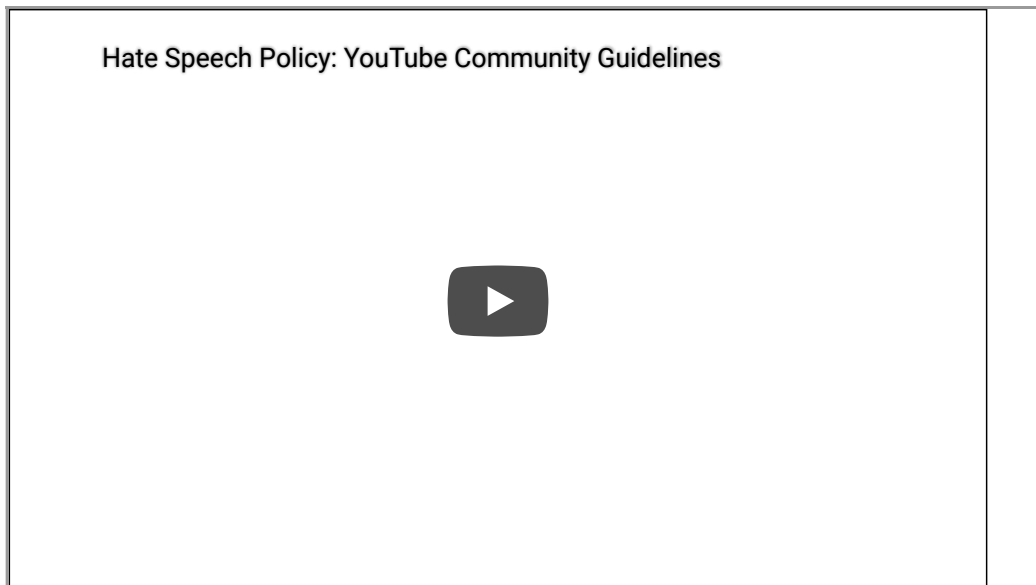
Was this helpful?

Yes

No

Exhibit 6

Hate speech policy



The safety of our creators, viewers, and partners is our highest priority – and we look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Please take the time to carefully read the policy below.** You can also check out [this page](#) for a full list of our guidelines.

While we've always had policies that prohibited hate speech on YouTube, on June 5, we announced some changes to our hate speech policies. You can [learn more about those changes here](#). The below policy has been updated with those changes.

Hate speech is not allowed on YouTube. We remove content promoting violence or hatred against individuals or groups based on any of the following attributes:

- Age
- Caste
- Disability
- Ethnicity
- Gender Identity and Expression
- Nationality
- Race
- Immigration Status
- Religion
- Sex/Gender
- Sexual Orientation
- Victims of a major violent event and their kin
- Veteran Status

If you find content that violates this policy, please report it. Instructions for reporting violations of our Community Guidelines are [available here](#). If you've found multiple videos or comments that you would like to report, you can [report the channel](#).

What this policy means for you

If you're posting content

Don't post content on YouTube if the purpose of that content is to do one or more of the following.

- Encourage violence against individuals or groups based on any of the attributes noted above. We don't allow threats on YouTube, and we treat implied calls for violence as real threats. You can learn more about our policies on [threats and harassment](#).
- Incite hatred against individuals or groups based on any of the attributes noted above.

Other types of content that violates this policy

- Dehumanizing individuals or groups by calling them subhuman, comparing them to animals, insects, pests, disease, or any other non-human entity.
- Praise or glorify violence against individuals or groups based on the attributes noted above.
- Use of racial, religious or other slurs and stereotypes that incite or promote hatred based on any of the attributes noted above. This can take the form of speech, text, or imagery promoting these stereotypes or treating them as factual.
- Claim that individuals or groups are physically or mentally inferior, deficient, or diseased based on any of the attributes noted above. This includes statements that one group is less than another, calling them less intelligent, less capable, or damaged.
- Allege the superiority of a group over those with any of the attributes noted above to justify violence, discrimination, segregation, or exclusion.
- Conspiracy theories saying individuals or groups are evil, corrupt, or malicious based on any of the attributes noted above.
- Call for the subjugation or domination over individuals or groups based on any of the attributes noted above.
- Deny that a well-documented, violent event took place.
- Attacks on a person's emotional, romantic and/or sexual attraction to another person.
- Content containing hateful supremacist propaganda including the recruitment of new members or requests for financial support for their ideology.
- Music videos promoting hateful supremacism in the lyrics, metadata, or imagery.

Educational content

We may allow content that includes hate speech if the primary purpose is educational, documentary, scientific, or artistic in nature. This is not a free pass to promote hate speech. Examples include:

- **A documentary about a hate group:** Educational content that isn't supporting the group or promoting ideas would be allowed. A documentary promoting violence or hatred wouldn't be allowed.
- **A documentary about the scientific study of humans:** A documentary about how theories have changed over time, even if it includes theories about the inferiority or superiority of specific groups, would be allowed because it's educational. We won't allow a documentary claiming there's scientific evidence today that an individual or group is inferior or subhuman.
- Historical footage of an event, like WWII, which doesn't promote violence or hatred.

This policy applies to videos, video descriptions, comments, live streams, and any other YouTube product or feature. For educational content that includes hate speech, this context must appear in the images or audio of the video itself. Providing it in the title or description is insufficient.

Monetization and other penalties

In some rare cases, we may remove content or issue other penalties when a creator:

- Repeatedly encourages abusive audience behavior.
- Repeatedly targets, insults and abuses a group based on the attributes noted above across multiple uploads.
- Exposes a group with attributes noted above to risks of physical harm based on the local social or political context.
- Creates content that harms the YouTube ecosystem by persistently inciting hostility against a group with attributes noted above for personal financial gain.

Examples

Here are examples of hate speech not allowed on YouTube.

- "I'm glad this [violent event] happened. They got what they deserved [referring to persons with the attributes noted above]."
- "[Person with attributes noted above] are dogs" or "[person with attributes noted above] are like animals."

More examples

- "Get out there and punch a [person with attributes noted above]."
- "Everyone in [groups with attributes noted above] is criminals and thugs."
- "[Person with attributes noted above] is scum of the earth."
- "[People with attributes noted above] are a disease."
- "[People with attributes noted above] are less intelligent than us because their brains are smaller."
- "[Group with any of the attributes noted above] threaten our existence, so we should drive them out at every chance we get."
- "[Group with any of the attributes noted above] has an agenda to run the world and get rid of us."
- "[Attribute noted above] is just a form of mental illness that needs to be cured."
- "[Person with any of the attributes noted above] shouldn't be educated in schools because they shouldn't be educated at all."
- "All of the so-called victims of this violent event are actors. No one was hurt, and this is just a false flag."
- "All of the 'so-called victims' of this are actors. No one was hurt."
- Shouting "[people with attributes noted above] are pests!" at someone regardless of whether the person does or does not have the alleged attributes
- Video game content which has been developed or modified ("modded") to promote violence or hatred against a group with any of the attributes noted above.

Please remember these are just some examples, and don't post content if you think it might violate this policy.

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about [our strikes system here](#).

If we think your content comes close to hate speech, we may limit YouTube features available for that content. You can learn more about [limited features here](#).

- [The importance of context](#)
- [Recent transparency report](#)
- [Limited features for certain videos](#)

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Was this helpful?

Yes

No

Exhibit 7

COVID-19 Medical Misinformation Policy



The safety of our creators, viewers, and partners is our highest priority – and we look to each of you to help us protect this unique and vibrant community. It's important you understand our Community Guidelines, and the role they play in our shared responsibility to keep YouTube safe. **Please take the time to carefully read the policy below.** You can also check out [this page](#) for a full list of our guidelines.

YouTube doesn't allow content about COVID-19 that poses a serious risk of egregious harm.

YouTube doesn't allow content that spreads medical misinformation that contradicts the World Health Organization (WHO) or local health authorities' medical information about COVID-19. This is limited to content that contradicts WHO or local health authorities' guidance on:

- Treatment
- Prevention
- Diagnostic
- Transmission

Note: YouTube's policies on COVID-19 are subject to change in response to changes to global or local health authorities' guidance on the virus. This policy was published on May 20, 2020.

What this policy means for you

If you're posting content

Don't post content on YouTube if it includes any of the following:

Treatment Misinformation: Discourages someone from seeking medical treatment by encouraging the use of cures or remedies to treat COVID-19.

- Claims that COVID-19 doesn't exist or that people do not die from it
- Content that encourages the use of home remedies in place of medical treatment such as consulting a doctor or going to the hospital
- Content that encourages the use of prayer or rituals in place of medical treatment
- Content that claims that a vaccine for coronavirus is available or that there's a guaranteed cure
- Content that claims that any currently-available medicine prevents you from getting the coronavirus
- Other content that discourages people from consulting a medical professional or seeking medical advice

Prevention Misinformation: Content that promotes prevention methods that contradict WHO or local health authorities.

Diagnostic Misinformation: Content that promotes diagnostic methods that contradict WHO or local health authorities.

Transmission Misinformation: Content that promotes transmission information that contradicts WHO or local health authorities.

- Content that claims that COVID-19 is not caused by a viral infection
- Content that claims COVID-19 is not contagious
- Content that claims that COVID-19 cannot spread in certain climates or geographies
- Content that claims that any group or individual has immunity to the virus or cannot transmit the virus
- Content that disputes the efficacy of WHO or local health authorities' guidance on physical distancing or self-isolation measures to reduce transmission of COVID-19

Educational, documentary, scientific or artistic content

We may allow content that violates the misinformation policies noted on this page if that content includes context that gives equal or greater weight to countervailing views from local health authorities (e.g., the CDC) or to medical or scientific consensus. We may also make exceptions if the purpose of the content is to condemn or dispute misinformation that violates our policies. This context must appear in the images or audio of the video itself. Providing it in the title or description is insufficient.

Examples

Here are some examples of content that's not allowed on YouTube:

- Denial that COVID-19 exists
- Claims that people have not died from COVID-19
- Claims that there's a guaranteed vaccine for COVID-19
- Claims that a specific treatment or medicine is a guaranteed cure for COVID-19
- Claims that certain people have immunity to COVID-19 due to their race or nationality
- Encouraging taking home remedies instead of getting medical treatment when sick
- Discouraging people from consulting a medical professional if they're sick
- Content that claims that holding your breath can be used as a diagnostic test for COVID-19
- Videos alleging that if you avoid Asian food, you won't get the coronavirus
- Videos alleging that setting off fireworks can clean the air of the virus
- Claims that COVID-19 is caused by radiation from 5G networks
- Videos alleging that the COVID-19 test is the cause of the virus
- Claims that countries with hot climates will not experience the spread of the virus
- Videos alleging that social distancing and self-isolation are not effective in reducing the spread of the virus

What happens if content violates this policy

If your content violates this policy, we'll remove the content and send you an email to let you know. If this is your first time violating our Community Guidelines, you'll get a warning with no penalty to your channel. If it's not, we'll issue a strike against your channel. If you get 3 strikes, your channel will be terminated. You can learn more about [our strikes system here](#).

 Give feedback about this article

Was this helpful?

Yes

No